

MORRISON & HECKER
ATTORNEYS AT LAW

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Kansas City, Missouri 64108-4606
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April 8, 1994

RECORDATION NO. **18782** FILED 1425

APR 22 1994 -2 50 PM

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Interstate Commerce Commission
12th and Constitution N.W., Room 2303
Washington, D.C. 20423

Re: Chattel Mortgage Recordation

Dear Sir or Madam:

On behalf of our client, Boatmen's First National Bank of Kansas City, enclosed are the original and one fully-executed and acknowledged counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This document is a Chattel Mortgage, a primary document dated August 31, 1993.

The names and addresses of the parties to the document to be recorded are as follows:

Mortgagor: The Baker Group, L.C.
5250 West 94th Terrace
Prairie Village, Kansas 66207
Attn: Carle Baker

Mortgagee: Boatmen's First National Bank of Kansas City
Post Office Box 419038
Kansas City, Missouri 64183
Attn: Rick Boxx

A description of the equipment covered by the document is as follows:

Five hundred seventy-six (576) one hundred (100) ton capacity covered hopper railroad cars identified by the Burlington Northern Railroad Company numbers assigned to each car and listed on Exhibit A attached to this letter.

A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

08/31/1993

" EXHIBIT A"

PAGE

1

THE BAKER GROUP CARS PURCHASED FROM FIRST SECURITY BANK OF ROCK SPRINGS
(NOT INCLUSIVE)

BN	464042	BN	464239	BN	464326	BN	464417	BN	464472	BN	464557	BN	464618
BN	464087	BN	464240	BN	464327	BN	464418	BN	464473	BN	464558	BN	464619
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BN	464101	BN	464242	BN	464335	BN	464420	BN	464475	BN	464562	BN	464621
BN	464112	BN	464243	BN	464336	BN	464421	BN	464476	BN	464563	BN	464622
BN	464115	BN	464244	BN	464340	BN	464422	BN	464477	BN	464564	BN	464623
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BN	464175	BN	464249	BN	464359	BN	464427	BN	464482	BN	464569	BN	464629
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		BN	464321	BN	464415	BN	464470	BN	464539	BN	464616	BN	464674
		BN	464325	BN	464416	BN	464471	BN	464542	BN	464617	BN	464675

08/31/1993

" EXHIBIT A"

PAGE

2

THE BAKER GROUP CARS PURCHASED FROM FIRST SECURITY BANK OF ROCK SPRINGS
(NOT INCLUSIVE)

BN	464676	BN	464732	BN	464789	BN	464844	BN	464899
BN	464677	BN	464733	BN	464791	BN	464845	BN	464900
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BN	464681	BN	464737	BN	464795	BN	464849	BN	464904
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BN	464695	BN	464749	BN	464806	BN	464860	BN	464916
BN	464696	BN	464751	BN	464807	BN	464861		=====
BN	464697	BN	464752	BN	464808	BN	464862		576
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BN	464729	BN	464787	BN	464842	BN	464896		
BN	464731	BN	464788	BN	464843	BN	464897		

Interstate Commerce Commission
Washington, D.C. 20423

4/25/94

OFFICE OF THE SECRETARY

W. Anthony Feiock
Morrison & Hecker
2600 Grand Avenue
Kansas City, Missouri 64108-4606

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 4/22/94 at 2:50pm, and assigned
recording number(s). 18782

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18782 FILED 1425

APR 22 1994 -2 50 PM

CHattel Mortgage

INTERSTATE COMMERCE COMMISSION

The Baker Group, L.C. ("Mortgagor"), a Kansas limited liability company, whose address is 5250 West 94th Terrace, Prairie Village, Kansas 66207, to secure payment of the indebtedness described below,

HEREBY CONVEYS AND MORTGAGES to Boatmen's First National Bank of Kansas City ("Mortgagee"), P.O. Box 419038, Kansas City, Missouri 64183 and its successors and assigns, all of the following chattels, including all present and future attachments and accessories thereto and all replacements and proceeds thereof, and including amounts payable under any insurance policy as more specifically described below, all hereinafter referred to collectively as "Chattels":

Five hundred seventy-six (576) one hundred (100) ton capacity covered hopper railroad cars identified by the Burlington Northern Railroad Company numbers assigned to each car and listed on Exhibit A attached hereto and made a part hereof

To have and to hold said Chattels unto Mortgagee and Mortgagee's sole use forever.

PROVIDED THAT IF MORTGAGOR SHALL PAY to Mortgagee all sums due to Mortgagee under that certain Promissory Note (the "Note") of Mortgagor of even date herewith payable to the order of Mortgagee and fulfill all of Mortgagor's obligations under the Note and under this Chattel Mortgage, then this Mortgage shall be void, otherwise to remain in full force and effect.

1. Mortgagor's Warranties, Representations and Covenants.

Mortgagor warrants, represents and covenants, for itself and its successors and assigns, with Mortgagee as follows:

- (a) Mortgagor, as of this date, is justly indebted to Mortgagee for the full amount of the Note and interest thereon.
- (b) Mortgagor lawfully possesses and owns the Chattels free from all claims and encumbrances and warrants and shall defend them at its own cost against all claims and demands whatsoever.
- (c) Mortgagor will keep the Chattels free from all liens, claims, security interests and encumbrances.
- (d) As between Mortgagor and Mortgagee, Mortgagor will pay or cause to be paid promptly when due all taxes, license fees and other public or private charges levied or assessed against the Chattels, this Mortgage or the Note and satisfy or cause to be satisfied all liens against

the Chattels, and this obligation shall survive the termination of this Mortgage.

- (e) No financing statement covering the Chattels or any proceeds thereof is on file in favor of anyone other than Mortgagee but, if such other financing statement is on file, it will be terminated or subordinated. No mortgage, lease, equipment trust agreement, conditional sales agreement, security agreement or other instrument evidencing the mortgage, lease, conditional sale or bailment of or grant of a security interest in the Chattels in favor of anyone other than Mortgagee is on file with the Interstate Commerce Commission but, if such other instrument is on file, it will be terminated or subordinated.
- (f) All information supplied and statements made by Mortgagor in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Mortgage are and shall be true, correct, complete, valid, genuine and kept confidential.
- (g) Mortgagor will not, while Mortgagor has physical possession of the Chattels authorize BN, as defined below, or any other lessee to misuse, fail to keep in good repair, secrete, or without the prior written consent of Mortgagee encumber any of the Chattels.
- (h) Upon Mortgagee's reasonable request, Mortgagor will exercise for Mortgagee's benefit or give Mortgagee the right to exercise any and all rights and powers which Mortgagor or Caldwell Baker Company (the "Agent") as its agent has under the Railroad Car Net Lease Agreement (the "BN Lease") between the Agent (referred to in the BN Lease as "Caldwell Baker Corporation") and Burlington Northern Railroad Company ("BN") dated July 7, 1987.
- (i) Mortgagee may enter upon Mortgagor's premises at any reasonable time to inspect Mortgagor's books and records pertaining to the Chattels and Mortgagor shall assist Mortgagee in making such inspection.
- (j) The Chattels constitute and will constitute continuing security for all of the obligations of Mortgagor to Mortgagee, now existing or hereafter arising, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, including without limitation, all obligations arising under the Note, in each case if such instrument as originally executed or as modified, amended, supplemented or

extended, and all obligations of the Mortgagor arising out of any extension, refinancing or refunding of any of the foregoing obligations.

- (k) Mortgagor will furnish to Mortgagee within ninety (90) days after the end of each fiscal year, and at any other reasonable time such information is requested, complete financial statements of Mortgagor reviewed by a Certified Public Accountant satisfactory to Mortgagee, current tax returns of Mortgagor and personal financial statements of all guarantors.

2. Events of Default; Acceleration.

The following are events of default under this Mortgage which will allow Mortgagee to take such action under this Paragraph and under Paragraph 3 as it deems necessary:

- (a) any of Mortgagor's obligations to Mortgagee under this Mortgage, the Note or any promissory note, agreement or other instrument with Mortgagee is not paid promptly when due including any applicable periods for cure;
- (b) Mortgagor breaches any warranty or provision hereof, or of the Note or of any other instrument or agreement by which Mortgagor is obligated to Mortgagee in connection with this or any other transaction;
- (c) The BN Lease is terminated without Mortgagee's consent, Mortgagor or Agent agrees to terminate the BN Lease without giving Mortgagee prior notice, or either BN or Mortgagor or Agent gives notice of default under the BN Lease to the other party thereto;
- (d) a lien, encumbrance or security interest is imposed on the Chattels;
- (e) it is determined that Mortgagor has given Mortgagee materially misleading information regarding its financial condition;
- (f) all three of the following occur: (i) any of the Chattels are lost, or destroyed or damaged beyond repair, (ii) Mortgagee is not receiving rent therefor, and (iii) Mortgagee has not received payment of the Settlement Value therefor;
- (g) Mortgagor becomes insolvent or ceases to do business as a going concern;
- (h) a petition or complaint in bankruptcy or for arrangement or reorganization or for relief under any insolvency law

is filed by or against Mortgagor or Mortgagor admits its inability to pay its debts as they mature; or

- (i) any guarantor, surety or endorser for Mortgagor defaults in any obligation or liability to Mortgagee or any guaranty obtained in connection with this transaction is terminated or breached.

If Mortgagor shall be in default hereunder, the Note and all other indebtedness then owing by Mortgagor to Mortgagee under this or any other present or future agreement (collectively, the "indebtedness") shall, if Mortgagee shall so elect, become immediately due and payable without notice. In no event shall the Mortgagor upon demand by Mortgagee for payment of the indebtedness, by acceleration of the maturity thereof or otherwise, be obligated to pay any interest in excess of the amount permitted by law. Any acceleration of indebtedness, if elected by Mortgagee, shall be subject to all applicable laws, including laws relating to rebates and refunds of unearned charges.

3. Mortgagee's Remedies After Default.

Upon Mortgagor's default and at any time thereafter, Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Missouri and any other applicable laws, including the right to any deficiency remaining after disposition of the Chattels, for which Mortgagor agrees to remain fully liable. Mortgagor expressly waives all further rights to possession of the Chattels after default and all claims for injuries suffered through or loss caused by entering and/or repossession. Mortgagee may require Mortgagor to assemble the Chattels and return them to Mortgagee at a place along BN's track or one of BN's railyards to be designated by Mortgagee or the track (or customary routes of railyards) of any other lessee of the Chattels to be designated by Mortgagee.

Mortgagee will give Mortgagor reasonable notice of the time and place of any public sale of the Chattels or of the time after which any private sale of the Chattels or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed by certified mail, postage prepaid, to the address of Mortgagor shown herein at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorneys' fees and other legal expenses. Mortgagor understands that Mortgagee's rights under this Mortgage at law and otherwise are cumulative and not alternative.

4. Waiver of Default; Agreement Inclusive.

Mortgagee may in its sole discretion waive a default, or cure, at Mortgagor's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modification or change in this Agreement or the Note shall bind Mortgagee unless in writing signed by Mortgagee. No oral agreement or representation shall be binding.

Until any default, Mortgagor shall remain in possession of the Chattels, but Mortgagor shall not without the prior written consent of Mortgagee misuse, fail to keep or cause to be kept in good repair, sell, rent, lend, encumber, transfer, hide or dispose of any of the Chattels, nor permit any such act, except that until any default Mortgagor or Agent may extend or renew the BN Lease or enter into a lease of the Chattels for a period after the expiration of the BN Lease so long as the lessee's rights under any such extension, renewal or lease are expressly made subordinate to Mortgagee's rights in the Chattels on terms reasonably satisfactory to Mortgagee. Mortgagor will settle all claims against the named Mortgagee directly with it alone and Mortgagor will not set up any defense or counterclaim against any assignee of the named Mortgagee.

5. Lease of Chattels by Mortgagor.

Mortgagor, through Agent, is assignee and owner of the BN Lease pursuant to which Mortgagor is leasing the Chattels to BN. Neither Mortgagor nor Agent may agree to terminate the BN Lease without Mortgagor giving Mortgagee at least thirty (30) days prior written notice and Mortgagor will give Mortgagee immediate written notice of the giving of a notice of default by either BN or Mortgagor under the BN Lease.

6. Assignment of Rentals and Leases.

To further secure payment of all Mortgagor's obligations under this Mortgage, Mortgagor agrees:

- (a) to assign and hereby pledges and assigns the BN Lease and any other leases, rentals, accounts and contracts and other chattel paper, with respect to the Chattels, and specifically the 576 covered hopper railroad cars listed on Exhibit A hereto, which may now exist or hereafter arise together with all rights thereunder and all rental, and purchase option and other payments and income due and to become due thereunder or arising therefrom;
- (b) to mark all such leases and chattel paper with a legend that they are subject and subordinate to this Mortgage,

which marking, if possible, shall be by attaching a page containing the legend to such documents;

- (c) to deliver the BN Lease and all such leases together with all other instruments requested by Mortgagee to evidence and conform the aforesaid pledge;
- (d) to file, at Mortgagee's request, copies of such leases with the Interstate Commerce Commission, to file UCC financing statements or to otherwise perfect a first priority security interest against any such lessees; and to assign such financing statements to Mortgagee.

No lease of the Chattels hereunder shall relieve Mortgagor from any of its obligations to Mortgagee hereunder.

Upon execution of this Chattel Mortgage, the Mortgagor will specifically authorize and direct BN under the BN Lease and the lessee under each lease to make payment of all moneys due and to become due under or arising out of the BN Lease and such lease directly to the Mortgagee (and the Mortgagor hereby specifically authorizes the Mortgagee upon such occurrence to send to BN and any or all such lessees notification so directing such payments). Upon demand by Mortgagee, Mortgagor, on its behalf, irrevocably authorizes and empowers Mortgagee to ask, demand, receive, receipt and give acquittance for any and all amounts which may be or become due or payable or remain unpaid to the Mortgagor by BN or such lessee at any time or times under or arising out of its respective agreement or lease; to endorse any checks, drafts or other orders for the payment of money payable to the Mortgagor under the BN Lease or other lease of the Chattels, and in the Mortgagee's discretion to file any claims or take any action or proceedings either in its own name or in the name of the Mortgagor or otherwise against BN or substitute lessee, which the Mortgagee may deem to be necessary or advisable so long as any of the obligations remain unsatisfied. Upon Mortgagee's receipt of any amounts due or payable by BN to Mortgagor, Mortgagee is authorized by Mortgagor to apply and will apply such amounts to Mortgagor's then due obligations to Mortgagee and will credit the balance of such amounts to Mortgagor's free checking account to be opened with Mortgagee. Anything herein to the contrary notwithstanding, so long as no default has occurred and is continuing, only that percentage of any Settlement Value payment received by Mortgagee which is equal to the percentage of the then outstanding obligations secured by this Chattel Mortgage which is attributable on a pro rata basis to the Chattels for which the Settlement Value payment is made will be applied to Mortgagor's then due obligations and the balance will be credited to Mortgagor's account.

It is expressly agreed by the Mortgagor that, anything herein to the contrary notwithstanding, the Mortgagor shall remain liable under the BN Lease and each lease to observe and perform all the

conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Mortgagee shall have no obligation or liability under the BN Lease or any lease by reason of or arising out of this Mortgage or the assignment of the BN Lease or any lease to the Mortgagee or the receipt by the Mortgagee of any payment relating thereto, nor shall the Mortgagee be required or obligated in any manner to perform or fulfill any of the obligations of the Mortgagor under or pursuant to the BN Lease or any lease, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any performance by any party thereunder, or to present or file any claim, or to take any action to enforce the observance of any obligations of any party thereto.

7. Insurance and Risk of Loss.

All risk of loss, damage to or destruction of the Chattels as between Mortgagor and Mortgagee shall at all times be on Mortgagor. Mortgagor shall promptly notify Mortgagee upon Mortgagor's receipt of any notice of loss, damage or destruction of any of the Chattels and upon receipt of any payments of Settlement Value (as defined in the BN Lease) from BN on account of loss, damage or destruction of the Chattels, shall segregate such payments and notify Mortgagee of their receipt. Mortgagee may require Mortgagor to immediately pay over to Mortgagee that percentage of any such funds which is equal to the percentage of the then outstanding obligations secured by this Chattel Mortgage attributable on a pro rata basis to the Chattels for which the Settlement Value payment is received, to be applied to the payment of the Note or other indebtedness secured hereby or may at its option permit Mortgagor to use such funds to obtain a replacement car or cars; provided that if Mortgagor is in default under this Agreement, Mortgagee may require Mortgagor to pay over all such funds. If at any time the BN Lease is terminated before the Note is paid in full, then Mortgagor will procure forthwith and maintain at Mortgagor's expense insurance against all risks of loss or physical damage to the Chattels for the full insurable value thereof for the life of this Mortgage plus breach of warranty insurance and such other insurance thereon in amounts and against such risks as Mortgagee may specify, and shall promptly deliver each policy to Mortgagee with a standard long-form Mortgagee's endorsement attached thereto showing loss payable to Mortgagee and providing Mortgagee with not less than 30 days written notice of cancellation; each such policy shall be in form, terms and amount and with insurance carriers satisfactory to Mortgagee; Mortgagee's acceptance of policies in lesser amounts or risks shall not be a waiver of Mortgagor's foregoing obligations. As to Mortgagee's interest in such policy, no act or omission of Mortgagor or any of its officers, agents, employees or representatives shall affect the obligations of the insurer to pay the full amount of any loss.

Mortgagor hereby assigns to Mortgagee any monies which may become payable under any such policy of insurance and irrevocably constitutes and appoints Mortgagee as Mortgagor's attorney in fact (a) to hold each original insurance policy, (b) to make, settle and adjust claims under each policy of insurance, (c) to make claims for any monies which may become payable under such and other insurance on the Chattels including returned or unearned premiums, and (d) to endorse Mortgagor's name on any check, draft or other instrument received in payment of claims or returned or unearned premiums under each policy and to apply the funds to the payment of the indebtedness owing to Mortgagee; provided, however, Mortgagee is under no obligation to do any of the foregoing. However, so long as no default under this Agreement has occurred and is continuing, Mortgagor shall be paid or may retain that portion of any such insurance proceeds which exceeds the percentage of such proceeds which is equal to the percentage of the then outstanding obligations secured by this Chattel Mortgage attributable on a pro rata basis to the Chattels for which the insurance proceeds are received.

Should Mortgagor fail to furnish such insurance policy to Mortgagee, or to maintain such policy in full force, or to pay any premium in whole or in part relating thereto, then Mortgagee without waiving or releasing any default or obligation by Mortgagor, may (but shall be under no obligation to) obtain and maintain insurance and pay the premium therefor on behalf of Mortgagor and charge the premium to Mortgagor's indebtedness under this Mortgage. The full amount of any such premium paid by Mortgagee shall be payable by Mortgagor upon demand, and failure to pay same shall constitute an event of default under this Mortgage.

8. Financing Statements; Certain Expenses.

At the request of Mortgagee, Mortgagor will execute any UCC financing statements, agreements or documents, in form satisfactory to Mortgagee which Mortgagee may deem necessary or advisable to establish and maintain a perfected security interest in the Chattels and any leases, chattel paper and income arising therefrom, and will pay the cost of filing or recording the same in all public offices deemed necessary or advisable by Mortgagee. If permitted by law, Mortgagor authorizes Mortgagee to file a financing statement with respect to the Chattels signed only by Mortgagee and to file a carbon, photograph or other reproduction of this Mortgage or of a financing statement. Mortgagor also agrees to pay all costs and expenses incurred by Mortgagee in conducting ICC, UCC, tax or other lien searches against the Mortgagor or the Chattels not to exceed \$100. Mortgagor will pay one-half of Mortgagee's attorneys' fees incurred in connection with this transaction not to exceed \$1500.

9. Waiver of Defenses Acknowledgment.

Mortgagor may assign this Mortgage to Bank of Blue Valley, or to another third party with Mortgagor's consent, which will not be unreasonably withheld, ("Assignee"). After such assignment:

- (a) Mortgagor will make all payments directly to such Assignee at such place as Assignee may from time to time designate in writing;
- (b) Mortgagor agrees that it will settle all claims, defenses, setoffs and counterclaims it may have against Mortgagee directly with Mortgagee and will not set up any such claim, defense, setoff or counterclaim against Assignee, Mortgagee hereby agreeing to remain responsible therefor;
- (c) Mortgagee shall not be Assignee's agent for any purpose and shall have no authority to change or modify this Mortgage or any related document or instrument; and
- (d) Assignee shall have all of the rights and remedies of Mortgagee hereunder but none of Mortgagee's obligations.

10. Miscellaneous.

Mortgagor waives all exemptions. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. Mortgagor and Mortgagee each hereby waive any right to a trial by jury in any action or proceeding with respect to, in connection with or arising out of this Mortgage, or any note or document delivered pursuant to this Mortgage. Mortgagor acknowledges receipt of a true copy and waives acceptance hereof. If Mortgagor is a corporation, this Mortgage is executed pursuant to authority of Directors. Except where the context otherwise requires, "Mortgagor" and "Mortgagee" include the successors or assigns of those parties but nothing herein shall authorize Mortgagor to assign this Mortgage or its rights in and to the Chattels. If more than one Mortgagor executes this Mortgage, their obligations under this Mortgage shall be joint and several. A letter mailed by certified mail, postage prepaid, to Mortgagor at the address shown above will be sufficient notice or demand as to anything for which notice or demand is required. This Mortgage shall be construed and enforced under the laws of the State of Missouri.

If at any time this transaction would be usurious under applicable law, then regardless of any provision contained in this Mortgage or in any other agreement made in connection with this transaction, it is agreed that:

- (a) the total of all consideration which constitutes interest under applicable law that is contracted for, charged or received upon this Mortgage or any such other agreement shall under no circumstances exceed the maximum rate of interest authorized by applicable law and any excess shall be credited to the Mortgagor; and
- (b) If Mortgagee elects to accelerate the maturity of, or if Mortgagor prepays the indebtedness secured hereby, any amounts which because of such action would constitute interest may never include more than the maximum rate of interest authorized by applicable law, and any excess interest, if any, provided for in this Mortgage or otherwise, shall be credited to Mortgagor automatically as of the date of acceleration or prepayment.

This Chattel Mortgage may be executed in multiple counterparts. each of which will constitute an original.

IN WITNESS WHEREOF, Mortgagor has caused this Chattel Mortgage to be executed and sealed on its behalf by persons thereunto duly authorized, on AUGUST 31, 1993.

"Mortgagor"

The Baker Group, L.C.

By: Carl Berry
Title: Secretary

STATE OF Missouri)
COUNTY OF JACKSON) ss.

On this 31ST day of August, 1993, before me personally appeared Carl Berry, to me personally known, who being by me duly sworn, says that he is the Secretary of The Baker Group, L.C., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cheryl Lee Greenberg
Notary Public

My Commission Expires:
CHERYL LEE GREENBERG
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires October 4, 1999

ACCEPTED BY:

"Mortgagee"

Boatmen's First National
Bank of Kansas City

By: Rich Bork
Title: SVP

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 31st day of August, 1993, before me personally appeared Rich Bork, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of Boatmen's First National Bank of Kansas City, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Cheryl Lee Greenberg
Notary Public

My Commission Expires:

CHERYL LEE GREENBERG
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires October 4, 1996

Caldwell-Baker Company, a Delaware corporation, hereby consents and agrees to the foregoing Chattel Mortgage, represents that it is the lessor under the BN Lease defined in the foregoing Chattel Mortgage solely as agent for The Baker Group, L.C. and that it has no ownership interest or rights in the BN Lease or the covered hopper railroad cars subject to the BN Lease independent of its agency for The Baker Group, L.C., and acknowledges that as agent for The Baker Group, L.C., it is subject to and bound by the foregoing Chattel Mortgage.

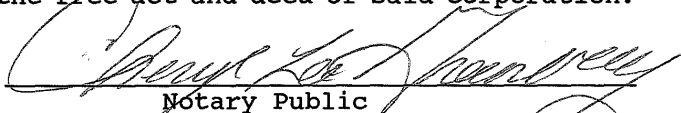
Caldwell-Baker Company
5250 W. 94th Terrace
Prairie Village, Kansas 66207

[Corporate Seal]

By: Carl Baker
Print Name: Carl Baker JR
Title: President

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 31ST day of August, 1993, before me personally appeared Carle Baker, to me personally known, who being by me duly sworn, says that he is the President of Caldwell-Baker Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires:
CHERYL LEE GREENBERG
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires October 4, 1996

WAF0PI.KCM/gem

08/31/1993

" EXHIBIT A"

PAGE

1

THE BAKER GROUP CARS PURCHASED FROM FIRST SECURITY BANK OF ROCK SPRINGS
(NOT INCLUSIVE)

BN	464042	BN	464239	BN	464326	BN	464417	BN	464472	BN	464557	BN	464618
BN	464087	BN	464240	BN	464327	BN	464418	BN	464473	BN	464558	BN	464619
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		BN	464321	BN	464415	BN	464470	BN	464539	BN	464616	BN	464674
		BN	464325	BN	464416	BN	464471	BN	464542	BN	464617	BN	464675

08/31/1993

" EXHIBIT A"

PAGE

2

THE BAKER GROUP CARS PURCHASED FROM FIRST SECURITY BANK OF ROCK SPRINGS
(NOT INCLUSIVE)

BN	464676	BN	464732	BN	464789	BN	464844	BN	464899
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BN	464729	BN	464787	BN	464842	BN	464896		
BN	464731	BN	464788	BN	464843	BN	464897		

ASSIGNMENT OF LEASE

First Security Bank of Rock Springs, a Wyoming corporation and trustee of that certain Trust Agreement dated April 1, 1972, (Assignor) hereby irrevocably assigns without recourse and warranty to The Baker Group, L.C., (Assignee), a Kansas limited liability company with its office at 5250 W. 34th Terrace, Prairie Village, Kansas 66207, all right, title and interest in the Railroad Car Net Lease dated July 7, 1987, between Burlington Northern Railroad Company, lessee, and Caldwell-Baker Company, lessor and agent of First Security Bank of Rock Springs, except for its interest in the Lease arising from those certain sixty-two (62) cars sold to the MTF Profit Sharing Plan identified and as set forth in the First Security-MTF Bill of Sale.

Assignor warrants, covenants and agrees that: (i) Assignor has not executed any other assignment of the Lease and that Assignee's right to receive payment under the Lease is free and clear of all liens, claims, agreements or other encumbrances; (ii) to the knowledge of Assignor, it has performed all obligations on its part under the Lease on or prior to the date hereof; and (iii) the Lease is in full force and effect and has not been cancelled and that there has not occurred on or prior to the date hereof any Event of Default or any event, which with the notice or lapse of time, would constitute an Event of Default under the Lease.

Assignor agrees with Assignee that in any suit, proceeding or action brought by Assignee for rent or other payable amounts, or to enforce any provisions under the Lease or any other contract,

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agreement, document or instrument, Assignor will indemnify, defend and keep Assignee harmless against expenses, losses and damages including attorneys' fees suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of Lessee arising out of any liability of Assignor arising prior to the date hereof. All such obligations of Assignor shall be and will remain enforceable only against Assignor and shall not be enforceable against Assignee.

This Assignment is effective as of September 1, 1993.

FIRST SECURITY BANK OF ROCK SPRINGS,
Trustee and Assignor

By: 
Its: 

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; 9- 3-93 ; 4:18PM ;

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8-3073623807;# 7

NOTICE OF ASSIGNMENT OF LEASE

Notice is hereby given that First Security Bank of Rock Springs, trustee of that certain Trust Agreement dated April 1, 1972, has assigned to The Baker Group, L.C., a Kansas limited liability company with its office at 2250 W. 94th Terrace, Prairie Village, Kansas 66207, all right, title and interest in the Railroad Car Net Lease ("the Lease") dated July 7, 1987, between Burlington Northern Railroad Company, lessee, and Caldwell-Baker Company, lessor and agent of First Security Bank of Rock Springs, except for its interest in the Lease arising from those certain sixty-two (62) cars sold to the MTY Profit Sharing Plan identified and as set forth in the First Security-MTY Bill of Sale.

Lessee is hereby notified to direct all future monthly rental payments under the Lease as set forth in the separate Notice of Acknowledgment of Assignment of Lease dated September 1, 1993.

This Notice of Assignment of Lease is effective as of September 1, 1993.

FIRST SECURITY BANK OF ROCK SPRINGS,
TRUSTEE

By: 
Its: David W. Anderson

BILL OF SALE

KNOW, ALL MEN by these presents:

That First Security Bank of Rock Springs, a Wyoming corporation and Trustee of that certain Trust Agreement dated April 1, 1972, ("Seller") for and in consideration of Two Million Six Hundred Sixty Three Thousand Six Hundred Sixty Six and No/100 Dollars (\$2,663,666.00 U.S.) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, has bargained, sold, assigned and transferred, and by these presents does bargain, sell, assign and transfer to The Baker Group, L.C., (Buyer), a Kansas limited liability company with its office at 5250 W. 94th Terrace, Prairie Village, Kansas 66207, all of Seller's right, title and interest in and to all those certain railroad hopper cars (except for those certain sixty-two (62) cars sold to the MTY Profit Sharing Plan identified and set forth in the First Security-MTY Bill of Sale) which are, in part, the subject of the Railcar Brokerage Agreement, dated July 7, 1987, between Caldwell-Baker Company and Seller including, but not limited to, those cars which are identified on Exhibit "A," attached and incorporated herein by reference.

The transaction contemplated hereby is made without any representations or warranties as to the condition of the railroad hopper cars hereby transferred. Seller warrants, covenants and agrees that the railroad hopper cars sold, transferred and assigned are free and clear of liens, claims, or encumbrances of any kind. Seller agrees to indemnify and defend Buyer from and against any

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; 9- 3-93 ; 4:17PM ;

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8-3073823807;# 2

claims of others with respect to the cars arising from Seller's
breach of its warranty of title.

DATED this _____ day of _____, 1993.

SELLER:

FIRST SECURITY BANK OF ROCK SPRINGS

BY: 
ITS: 

08/31/1990

EXHIBIT A

PAGE

THE BAKER GROUP CARS PURCHASED FROM FIRST SECURITY BANK OF ROCK SPRINGS
(NOT INCLUSIVE)

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444188	444524	444531	444562	444617	444702	444763
444188	444525	444532	444563	444618	444703	

September ⁷/₈, 1993

Mr. Paul Weyant
Assistant Vice President
3200 Continental Plaza
777 Main Street
Ft. Worth, Texas 76102

NOTICE OF ACKNOWLEDGEMENT OF ASSIGNMENT of Railroad Car Net Lease Agreement dated as of July 7, 1987, between Caldwell-Baker Corporation and Burlington Northern Railroad Company.

Gentlemen:

Notice is hereby given that the above lease and all rents and other sums payable thereunder has been assigned, in part, to The Baker Group, L.C., as appears below.

Pursuant to Article 12 of the Lease, you are hereby directed to make all monthly lease rental payments coming due on or after September 1, 1993, as follows:

To The Baker Group, L.C.

a. All payments due under the lease except for those payments due to MTY Profit Sharing Plan. Amounts due to The Baker Group, L.C. include, but are not limited to, payments for those certain five hundred seventy six (576) cars identified on Exhibit "A" attached and incorporated herein by reference.

b. Payments due to The Baker Group, L.C., should be made by wire transfer to The Baker Group, c/o Boatmen's First National Bank of Kansas City, ABA No. 101000035, Account No. 460169000126. A change in payments may be made only with the written consent of both Boatmen's and The Baker Group, L.C.

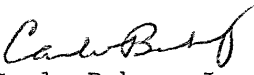
All terms and conditions of the Lease remain unchanged.

Please acknowledge all of the foregoing by signing in the space provided below and returning the original of this letter directly to:

NOTICE OF ACKNOWLEDGEMENT OF ASSIGNMENT OF LEASE
Page 2 of 2

The Baker Group, L.C.
5250 West 94th Terrace
Suite 120
Prairie Village, Kansas 66207

Very truly yours,


Carle Baker, Jr.

The undersigned hereby acknowledges and agrees to the foregoing.

BURLINGTON NORTHERN RAILROAD COMPANY

By: P. J. Wynn
Title: Assistant VP & Assistant Treasurer

NOTICE OF ASSIGNMENT

To: Burlington Northern Railroad Company
9401 Indian Creek Parkway
Overland Park, KS 66201

Date: 8-31-93

Re: Railroad Car Net Lease Agreement dated July 7, 1987

With: by and between Caldwell-Baker Company, previously referred to as Caldwell Baker Corporation, as agent for First Security Bank of Rock Springs, Trustee (Lessor) and Burlington Northern Railroad Company (Lessee), which Lessor has assigned to The Baker Group, L.C. (Successor Lessor) by Assignment Agreement dated

PLEASE TAKE NOTICE that monies due or to become due under the contract described above have been assigned to the undersigned.

A true copy of the instrument of assignment is attached to the original hereof.

Payments due or to become due under such contract should be made to the undersigned assignee and The Baker Group, L.C.

Please return to the undersigned the enclosed copy of this notice, acknowledged by the person(s) authorized to sign in behalf of the addressee.

Very truly, yours,



Assignee:
Boatmen's First National Bank
of Kansas City
14 West 10th Street
Kansas City, Missouri 64105

Receipt is hereby acknowledged of the above notice and a copy of the above mentioned instrument of assignment. These were received at A.M. P.M. on September 7, 1993.

X P. J. [unclear]
on behalf of Burlington Northern Railroad Company